

**Exhibit A**  
**Scope of Services and Fees**

**1. Preparation of Bid Documents, Bidding and Contract Award**

Engineer will utilize the design previously completed for the Drainage Improvements to the NTA – Phase II and modifying these documents (construction drawings, contract documents and technical specifications) to show the improvements to be constructed under the Phase IIE project. Also included is utility coordination, assisting the Town in advertising the project for bids, answering any questions contractors may have prior to the bid opening, assisting the Town with the bid opening, evaluating the bids received and submitting a recommendation of award to the Town for consideration by the Town Commission.

Lump Sum Fee - \$3,255.00

**2. Engineering Services During Construction**

LBFH, Inc. will provide the following services during construction:

- Assist the Town in assembling and awarding contracts.
- Exercise general review of construction to determine in general if the work is proceeding in accordance with the Contract Documents.
- Make periodic visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
- Review and approve shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of the test and inspections and other data which the Contractor is required to submit.
- Consult and advise with the Town; act as the Town's representative; issue all instructions of the Town to the Contractor; and act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder.
- Prepare and submit final contract Change Order, if required.
- Review and recommend for approval by Town all partial and final estimates for payment to the Contractor; and, following an inspection with the Town's representatives and representative of

governmental agencies having jurisdiction recommend as to final acceptance of the construction work.

- Furnishing the Town an electronic file and a set of record prints of drawings, showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Contractor's surveyor.

Lump Sum Fee - \$4,245.00

### **3. Project Observation Services**

During construction (120 calendar days), LBFH, Inc. will furnish the services of a project observer on a limited basis (4 hours/week) to observe the project construction at these times. The observation of construction will include field observation, field inspection of materials and work, preparation of daily progress reports, and the review and verification of all partial and final estimates for payments to the contractor.

Fee to be on an hourly rate (\$60 per hour) not to exceed \$4,080.00 unless authorized by the Owner.

### **4. Special Provisions**

The above described Scope of Work shall be subject to the following Special Provisions:

1. Laboratory testing fees are not included in this proposal.
2. This proposal is based on a contract completion time of 120 calendar days through final completion. In the event that the contractor does not complete the construction within the contract completion time, the fee schedule for Items 2 and 3 above may have to be adjusted. It is anticipated that adjusted fees, if any, will be paid for from liquidated damages assessed against the contractor as a result of the work not being completed within the specified contract time.
3. The Engineer will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).



## Exhibit B

### Terms and General Conditions to Agreement

**SERVICES AND FEES:** The attached Exhibit A, Scope of Services and Fees, ("SERVICES"), describes specific work to be performed by LBFH and fees to be paid LBFH by CLIENT.

**PERFORMANCE:** LBFH shall perform the work in an expeditious and diligent manner. The standard of care for all professional engineering and related services performed or furnished by LBFH under this Agreement will be the care and skill ordinarily used by members of LBFH'S profession practicing under similar conditions at the same time and in the same locality. The parties to this Agreement agree that LBFH has no control over certain aspects of the work, including but not limited to, the timely submittal of data or information to be furnished by others for LBFH's use, the review and approval process of governmental, jurisdictional, or utility agencies and entities. LBFH asserts no guarantees regarding permit application processing times and issuance of a permit, and incurs no liability for same. LBFH's opinions of probable PROJECT costs are made on the basis of LBFH's judgment and experience for the given time and economic conditions. LBFH does not guarantee that proposals, bids or actual PROJECT cost will not vary from LBFH's opinions of probable cost.

#### COMPENSATION

**FEES:** Lump Sum fees are fixed amounts to be paid for the services indicated. Time & Expense fees shall be based on the attached Exhibit C, Time & Expense Rates. All Time & Expense fees quoted in advance of the work being performed are ONLY ESTIMATES.

**RETAINER:** Upon acceptance of this Agreement by CLIENT, but prior to initiation of work by LBFH, CLIENT shall deposit with LBFH a retainer in the amount of \$ 0. Upon completion of work by LBFH, the amount of deposit shall be credited to CLIENT and calculated in the final sum due LBFH. In the case of payment default in excess of 60 days, the retainer shall be applied towards the outstanding invoices, work stopped and not continue until the account is current and additional retainer deposit is received.

**INVOICES:** Invoices shall be sent to CLIENT by LBFH covering periods of not less than a month. Invoices shall be prepared in LBFH's style and format. If CLIENT requests a different style or format that requires additional preparation time by LBFH, then CLIENT shall compensate LBFH for that additional effort at the prevailing rate for personnel performing the work. **Lump Sum fees** owed LBFH for an invoice period shall be calculated by LBFH based upon LBFH's

percentage estimate of the amount of work accomplished for the period. **Time & Expense fees** owed LBFH for an invoice period shall be based on the amount of time expended by LBFH in performing the services, calculated portal-to-portal, multiplied by the prevailing rate for the personnel performing the work. A minimum of one hour of time will be charged for attendance at any public hearing, commission or board meeting, or at any legal or administrative proceeding. CLIENT will reimburse LBFH for all direct non-salary expense, including but not limited to those items shown on Exhibit C, Time and Expense Rates.

**INVOICE REVIEW:** Within 21 days of receipt of LBFH's invoice, CLIENT shall examine invoice in detail as to accuracy/completeness and shall raise any question/objection in writing regarding invoice within these 21 days. After 21 days from receipt of LBFH's invoice, CLIENT waives any question/objection to the invoice not earlier raised.

**PAYMENT OF FEES:** All fees are due and payable upon receipt of an invoice. Payment shall be in United States currency. If CLIENT fails to make any payment due LBFH within 30 days from the date of LBFH's invoice, the amounts due LBFH shall include a charge at the rate of 1.5% per month (18% per annum), or as otherwise provided by law. LBFH reserves the sole right to suspend all services to CLIENT if any invoice remains unpaid 60 days after date of invoice. If services are suspended, they may not resume until all unpaid invoices are paid in full.

**ADDITIONAL SERVICES:** Services authorized by the CLIENT, other than those specifically set forth in the "Scope of Services", shall be considered additional services for which CLIENT shall compensate LBFH on a "Time & Expense" basis or as otherwise agreed by the parties. Additional services include revisions to work previously performed that are required because of a change in the data, criteria, or information furnished to LBFH, a change in the Scope or concept of the project initiated by the CLIENT, and/or services that are required by changes in the requirements of public agencies, after work under this Agreement has commenced. A "Change of Scope Memorandum" will be executed by CLIENT before such work is started.

**RATE AND FEE ADJUSTMENT:** The attached schedule of hourly billing rates is subject to change at the end of each calendar year, and shall be reflected in this Agreement. Lump sum fees are also subject to change at the end of each calendar year based upon the Consumer Price Index for All Urban Consumers (CPI-U).



#### **GENERAL CONDITIONS**

**DATA PROVIDED BY OTHERS:** CLIENT is responsible for supplying LBFH with information and data required for LBFH's use in accomplishing the work. LBFH shall not be responsible or liable for any inaccurate or incomplete information provided by others, or for its good faith use of inaccurate or incomplete information provided by others.

**OWNERSHIP OF DOCUMENTS:** All documents, including drawings, specifications, field notes, and electronically generated information and data prepared by LBFH pursuant to the terms of this Agreement, are the property of LBFH. Copies of LBFH's non-proprietary documents will be made available to CLIENT at the "Time & Expense" cost for reproducing said documents. These documents are not intended or represented to be suitable for reuse for extensions of this or any other project, and CLIENT or others are prohibited from making or incorporating any adjustments, changes or amendments to them without specific written approval from LBFH.

**ENFORCEMENT:** In any action to enforce or to interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees. For the purpose of this Agreement "action" shall be interpreted to include negotiations and investigation prior to the institution of proceedings at the trial level as well as costs and fees incurred through any appeals. In the event CLIENT has or asserts some claim or demand against LBFH based upon this Agreement or any services delivered under this Agreement, including any extensions or modifications thereof, CLIENT, as well as all persons or firms claiming through, under, or against CLIENT, must initiate suit against the LBFH within one year from the date upon which the services were delivered or claim shall be forever barred. LBFH's liability is limited to the fees paid by CLIENT under the terms and conditions of this Agreement. LBFH agrees to waive this limitation upon receiving CLIENT'S written request and additional payment of four percent of LBFH's fee, or five hundred dollars (\$500.00), whichever is greater, within 5 days of the date of this Agreement. Venue for any disputes shall be in Martin County Florida, unless otherwise required by Florida law.

**AGREEMENT MODIFICATION:** This Agreement may be modified by the parties at any time, but no such modification shall be effective unless reduced to writing and signed by both parties.

**PRIVITY OF AGREEMENT:** This Agreement is not to be construed to provide any obligation

from the LBFH to any third parties, including, but not limited to, any contractors (general or sub), banks, lending institutions or to any successors in title to the CLIENT. The rights under this Agreement only inure to the parties hereto.

**ASSIGNABILITY:** This Agreement is expressly understood to be nontransferable and non-assignable by either party without the express written consent of the other party.

**ACCEPTANCE:** The fees, terms and conditions offered in this Agreement shall be valid and open for acceptance by CLIENT for a period of sixty (60) days after the date the Agreement is signed by LBFH.

**EFFECTIVE DATE:** This Agreement shall become effective on the date that it is signed by CLIENT and returned to LBFH with the required retainer.

**TERMINATION:** This Agreement may be terminated by either party upon giving 7 days written notice, and CLIENT shall be responsible only for those fees and expenses incurred through the date of receipt of said notice. Notice shall be delivered to above stated addresses.

**SEVERABILITY:** In the event a court of competent jurisdiction determines that any term or provision of this contract is unenforceable for any reason, the balance of the terms and conditions shall nonetheless remain in full force and effect and such unenforceable provisions shall be deemed to have been excised and deleted from this Agreement as though it had never been a part hereof.

**SPECIAL PROVISIONS:** Special provisions shall be as set forth in Exhibit A. Where special provisions conflict with the terms and conditions, the special conditions shall prevail.

To Be Completed by CLIENT:

The record title owner of the real property which is the subject of this Agreement is:  
N/A

A copy of the deed vesting title in client being attached hereto.

If the owner of the property is not the CLIENT, the CLIENT'S interest in the property is:  
N/A

A copy of the document, showing clients interest in the property being attached hereto.



### EXHIBIT C TIME AND EXPENSE RATES

The rates and charges shown below are used to calculate invoice amounts for services rendered on a Time and Expense basis.

A. Personnel Hourly Billing Rates:

Project Director .....	\$145.00
Sr. Client Service Manager .....	\$120.00
Client Service Manager .....	\$100.00
Sr. Project Engineer .....	\$100.00
Project Engineer V .....	\$ 95.00
Project Engineer IV .....	\$ 85.00
Project Engineer III .....	\$ 80.00
Project Engineer II .....	\$ 75.00
Project Engineer I .....	\$ 70.00
Sr. Designer .....	\$ 85.00
Designer .....	\$ 80.00
Survey Client Service Manager .....	\$ 90.00
Sr. Professional Surveyor & Mapper .....	\$ 85.00
Professional Surveyor & Mapper .....	\$ 75.00
Engineering & Survey Technician II .....	\$ 70.00
Engineering & Survey Technician I .....	\$ 60.00
Sr. Field Representative .....	\$ 85.00
Field Representative II .....	\$ 70.00
Field Representative I .....	\$ 55.00
Survey Crew .....	\$100.00
GPS Equipment .....	\$ 35.00
Administrative Support .....	\$ 35.00

B. Outside contractual services secured by ENGINEER on CLIENT'S behalf, travel costs by commercial carrier, direct non-salary expenses including, but not limited to, meals, lodging, special mailing or delivery services, legal advertisements and notices, title search service and special survey materials shall be reimbursed at 110 percent of ENGINEER'S cost.

C. A 1.5-percent charge will be added to all invoices to cover ENGINEER'S expense items such as occasional photocopies, telephone charges, fax, local travel, and regular postage.

D. Contract printing and blueprinting shall be charged at 110 percent of ENGINEER'S cost. Internally-produced blueprints shall be charged at \$ 0.25 per square foot or fraction thereof, and photocopies shall be charged at \$ 0.15 per sheet.